

***United States Court of Appeals***

FIFTH CIRCUIT  
OFFICE OF THE CLERK

LYLE W. CAYCE  
CLERK

TEL. 504-310-7700  
600 S. MAESTRI PLACE  
NEW ORLEANS, LA 70130

September 06, 2017

Ms. Linda Dreeben  
National Labor Relations Board  
Appellate & Supreme Court Litigation Branch  
1015 Half Street, S.E.  
Suite 4163  
Washington, DC 20570

No. 17-60599      NLRB v. USPS  
Agency No. 16-CA-151622  
Agency No. 16-CA-152214  
Agency No. 16-CA-152542  
Agency No. 16-CA-154928  
Agency No. 16-CA-158665  
Agency No. 16-CA-159653  
Agency No. 16-CA-164063  
Agency No. 16-CA-166431  
Agency No. 16-CA-166932  
Agency No. 16-CA-171828

Dear Ms. Dreeben,

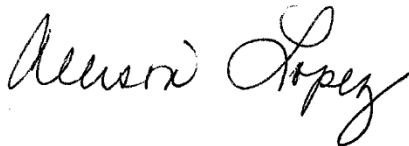
The court has this date granted the application for consent judgment.

The proposed consent judgment submitted by the Board has this day been entered and a certified copy is attached.

We are also returning the flash drive containing the electronic administrative record.

Sincerely,

LYLE W. CAYCE, Clerk



By: \_\_\_\_\_  
Allison G. Lopez, Deputy Clerk  
504-310-7702

cc:

Mr. Stephan James Boardman  
Mr. Roderick D. Eves  
Mr. Timothy L. Watson  
Ms. Michelle Amy Ochs Windmueller

UNITED STATES COURT OF APPEALS  
FOR THE FIFTH CIRCUIT

NATIONAL LABOR RELATIONS BOARD : No.  
:  
Petitioner : Board Case Nos.:  
v. : 16-CA-151622, 16-CA-152542,  
: 16-CA-159653, 16-CA-164063,  
UNITED STATES POSTAL SERVICE : 16-CA-166431, 16-CA-166932,  
: 16-CA-152214, 16-CA-158665,  
Respondent : 16-CA-154928, 16-CA-171828

JUDGMENT

THIS CAUSE was submitted upon the application of the National Labor Relations Board for the enforcement of a certain order on consent issued by it against Respondent, United States Postal Service, its officers, agents, successors, and assigns, on August 14, 2017, in Board Case Nos. 16-CA-151622, 16-CA-152542, 16-CA-159653, 16-CA-164063, 16-CA-166431, 16-CA-166932, 16-CA-152214, 16-CA-158665, 16-CA-154928 and 16-CA-171828; and upon the record in that proceeding, certified and filed in this Court enforcing the order.

ON CONSIDERATION WHEREOF, it is ordered and adjudged by the United States Court of Appeals for the Fifth Circuit that the order of the National Labor Relations Board be, and the same is hereby enforced; and that the Respondent, United States Postal Service, its officers, agents, successors, and assigns, abide by and perform the directions of the Board set forth in its order. (See Attached Order and Appendix)

Mandate shall issue forthwith.

ENTERED: September 6, 2017



A True Copy  
Certified order issued Sep 06, 2017

*Stacy W. Conner*  
Clerk, U.S. Court of Appeals, Fifth Circuit

NATIONAL LABOR RELATIONS BOARD

v.

UNITED STATES POSTAL SERVICE

**ORDER**

United States Postal Service, Dallas and Carrollton, Texas, its officers, agents, successors and assigns, shall

1. Cease and desist from

- (a) Failing and refusing to bargain collectively with Branch 132 by failing or refusing to furnish, or unreasonably delaying in furnishing, Branch 132 with information that is relevant and necessary to the performance of its duties as the exclusive collective-bargaining representative of its City Letter Carrier employees at its Carrollton, Oak Lawn, Preston, and Richland facilities.
- (b) Failing and refusing to bargain collectively with Local 311 by failing or refusing to furnish, or unreasonably delaying in furnishing, Local 311 with information that is relevant and necessary to the performance of its duties as the exclusive collective-bargaining representative of its Mailhandler employees at the Dallas NDC.
- (c) Failing and refusing to bargain collectively with Local 732 by failing or refusing to furnish, or unreasonably delaying in furnishing, Local 732 with information that is relevant and necessary to the performance of its duties as the exclusive collective-bargaining representative of its Maintenance employees, Motor Vehicle employees, Postal Clerks, Mail Equipment Shops employees, Material Distribution Centers employees, and Operating Services and Facilities Services employees at the Dallas Main Facility and Dallas NDC.
- (d) Interfering with, restraining, or coercing, in any like or related manner, its employees in the exercise of rights guaranteed under Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.
  - (a) Bargain in good faith with NALC, NPMHU, and APWU as the exclusive collective-bargaining representatives of the Respondent's employees at its Dallas NDC, Oak Lawn, Preston, Richland, Dallas Main, and Carrollton Facilities.
  - (b) To the extent not already provided, provide Branch 132, Local 311, and Local 732 with the relevant requested information as described in the Fourth Order Consolidating Cases, Amended Consolidated Complaint and Notice of Hearing, which was served by certified mail on July 29, 2016.
  - (c) Upon request, provide Branch 132, Local 311, and Local 732 with information necessary and relevant to fulfill the Unions' statutory obligations as the exclusive bargaining representative of employees at the respective facilities identified for each branch/local in paragraph 1 above.
  - (d) Hold a meeting or meetings at the Oak Lawn Facility, Richland Facility, Preston Facility, Dallas Main Facility, Carrollton Facility, and Dallas NDC, scheduled to ensure the widest possible attendance on each shift, at which a responsible management official of the Respondent will read the attached notice marked Appendix A in the presence of a Board agent. The reading will take place at a time when the Respondent would customarily hold meetings and must be completed prior to the completion of the 60-day Notice posting period.
  - (e) The Postmaster or Station Manager at the Respondent's Oak Lawn Facility, Richland Facility, Preston Facility, Dallas Main Facility, and Carrollton Facility will maintain an information request log that tracks when requests for information are made, by whom the requests are made, a description of the information sought, to whom the requests are made, the information provided in response to the requests for information, and the dates the Respondent responds to the requests for information.

- (f) Schedule training sessions on how to timely and appropriately respond to information requests and how to properly maintain information logs and require that all supervisors and managers at its Oak Lawn Facility, Richland Facility, Preston Facility, Carrollton Facility, Dallas Main Facility, and Dallas NDC attend the training. The Respondent will incorporate the information request training into its regular training program for new supervisors and managers for all USPS locations in the City of Dallas and the Carrollton Facility.
  - (g) Within 14 days of the approval of this Agreement, the Respondent will distribute by electronic mail, inter-office mail, newsletter, bulletin, or in any other fashion by which the Respondent ordinarily communicates with its management and supervisory representatives, the attached notice marked "Appendix B" to all supervisors and managers employed by the Respondent at its post offices and mail distribution centers within the City of Dallas and at the Carrollton facility.
  - (h) Within 21 days after service by the Region, file with the Regional Director for Region 16 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.
3. Within 14 days of service by the Region, post at all its post offices and mail distribution centers in the City of Dallas and at the Carrollton Facility copies of the attached notice marked "Appendix A." Copies of the notice, on forms provided by Region 16, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the Respondent shall distribute notices electronically, by email, posting on an intranet or internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced or covered by any other material.

## **APPENDIX A**

### **NOTICE TO EMPLOYEES**

**Posted by Order of the  
National Labor Relations Board  
An Agency of the United States Government**

**POSTED PURSUANT TO A STIPULATION PROVIDING FOR A BOARD  
ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE  
UNITED STATES COURT OF APPEALS**

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

Form, join, or assist a union;  
Choose representatives to bargain with us on your behalf;  
Act together with other employees for your benefit and protection;  
Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

The NATIONAL ASSOCIATION OF LETTER CARRIERS, BRANCH 132 (NALC 132) is the collective-bargaining representative of our City Letter Carrier employees at the Carrollton Facility, Oak Lawn Facility, Richland Facility, and Preston Facility for the purposes of bargaining collectively with us on your behalf.

The NATIONAL POSTAL MAIL HANDLERS UNION LOCAL 311 (NPMHU 311) is the collective-bargaining representative of our Mailhandler employees at the Dallas NDC for the purposes of bargaining collectively with us on your behalf.

The AMERICAN POSTAL WORKERS UNION, DALLAS AREA LOCAL 732 (APWU 732) is the collective-bargaining representative of our Maintenance employees, Motor Vehicle employees, Postal Clerks, Mail Equipment Shops employees, Material Distribution Centers employees, and Operating Services and Facilities Services employees at the Dallas Main Facility and Dallas NDC for the purposes of bargaining collectively with us on your behalf.

**WE WILL NOT** refuse to bargain in good faith with NALC 132, NPMHU 311, and APWU 732 by refusing to provide information that is relevant and necessary to their roles as your exclusive collective-bargaining representative.

**WE WILL NOT** unreasonably delay in providing NALC 132, NPMHU 311, and APWU 732 with information that is relevant and necessary to their roles as your bargaining representatives.

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

**WE HAVE** provided information to NALC 132 that it deemed sufficient to resolve Local grievance numbers 15-MB-187, 15-MB-395, 15-MB-582, 15-MB-583, 15-MB-584, 15-MB-531, 15-MB-532, 15-MB-598, 15-MB-995, 15-MB-1016, 15-MB-1017, 15-MB-1029, 15-MB-1031, 15-MB-1032, 15-MB-1192, 15-MB-1227, 15-MB-1228, 15-MB-1229, 15-MB-1230, and 15-MB-1231.

**WE HAVE** provided information to NALC 132 that it requested from the Oak Lawn Facility on August 25, 2015, September 21, 2015, October 7, 2015, October 9, 2015, October 15, 2015 and November 5, 2015.

**WE HAVE** provided information to NALC 132 that it requested from the Preston Facility on November 7, 2015.

**WE HAVE** provided APWU 732 with information containing the names of the person who chose to subcontract work and communications regarding subcontracting of work for local grievance numbers 251644, 251645, 251646, 251647, 251648, and 251649.

**WE HAVE** provided APWU 732 with the invoice from the repairs related to local grievance number 251645.

**WE HAVE** provided NALC 132 with a response to the information request made to the Markville Facility on December 11, 2015.

**WE HAVE** provided APWU 732 with a response to the information requests made to the Dallas Main Facility on November 11, 2015 and November 23, 2015.

**WE WILL** provide NALC 132 with information it requested from the Oak Lawn Facility on August 13, 2015, October 3, 2015, October 13, 2015, October 31, 2015, and the CA-1 and CA-17 requested on October 15, 2015.

**WE WILL** provide NALC 132 with any information it requested from the Richland Facility on December 22, 2015 related to a proposed notice of removal.

**WE WILL** provide NPMHU 311 with all CA-17s requested for local grievance number 31828.

**WE WILL** provide APWU 732 with the Article 32 analysis, including a detailed cost analysis, and/or copies of the contracts for the subcontracting of work related to local grievance numbers 251643, 251644, 251646, 251647, 251648, and 251649.

**WE WILL** provide APWU 732 with the name of the person who decided to subcontract the work and any communications regarding subcontracting of work related to local grievance number 251643.

**WE WILL** bargain in good faith with NALC 132, as the exclusive collective-bargaining representative of our unit employees at the Carrollton, Oak Lawn, Preston, and Richland facilities, and timely provide NALC 132 with information that is relevant and necessary to its role as your bargaining representative.

**WE WILL** bargain in good faith with NPMHU 311 as the exclusive collective-bargaining representative of our unit employees at the Dallas NDC, and timely provide NPMHU 311 with information that is relevant and necessary to its role as your bargaining representative.

**WE WILL** bargain in good faith with APWU 732 as the exclusive collective-bargaining representatives of our unit employees at the Dallas Main Facility and Dallas NDC, and timely provide APWU 732 with information that is relevant and necessary to its role as your bargaining representative.

**ALL OUR EMPLOYEES** are free to become or remain, or to refrain from becoming or remaining, members of any labor organization.

## **UNITED STATES POSTAL SERVICE**

The Board's decision can be found at [www.nlrb.gov/case/16-CA-151622](http://www.nlrb.gov/case/16-CA-151622) or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half St., S.E., Washington, D.C. 20570, or by calling (202) 273-1940.





## **APPENDIX B**

### **NOTICE TO MANAGEMENT OFFICIALS:**

Recently, several unfair labor practice charges have been filed against the USPS with the National Labor Relations Board. These charges, filed by postal labor unions representing employees within the City of Dallas and in the Carrollton Facility, have alleged that the USPS has failed to bargain in good faith by refusing to provide requested information to these labor unions. In these cases, information was not provided in a timely manner in accordance with the National Labor Relations Act. In response, the National Labor Relations Board has determined to issue a complaint alleging that we violated the National Labor Relations Act by failing to provide this information in a timely fashion.

Please be reminded that the United States Postal Service has a statutory duty to supply information which is relevant and of use to a labor union in fulfilling its duties as exclusive bargaining representative, including its duties to police the contract and to process and investigate grievances. Most information concerning bargaining unit employees that pertains to wages, hours, and terms and conditions of employment is presumptively relevant and must be furnished upon request. Presumptively relevant information includes, but is not limited to, the names of unit employees and their addresses, seniority dates, rates of pay, lists of job classifications and other payroll data, copies of insurance plans/rates in effect, clock rings, personnel action forms, requests for changes of schedule, and other information related to the hours and other terms and conditions of employment of bargaining unit employees. Your failure to provide responsive information or otherwise respond to requests for such information, within a reasonable time, may not only constitute a violation of the National Labor Relations Act, but also may result in disciplinary action against you.